

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

Oak Lawn Professional Fire Fighters
Association, Local 3405, International
Association of Fire Fighters,

Charging Party

and

Village of Oak Lawn,

Respondent

Case No. S-CA-09-007C

COMPLIANCE ORDER

The Oak Lawn Professional Fire Fighters Association, Local 3405, International Association of Fire Fighters (“Charging Party” or “Union”) filed a Petition for Enforcement on August 18, 2011, pursuant to Section 1220.80 of the Rules and Regulations of the Illinois Labor Relations Boards, 80 Ill. Admin. Code §§ 1200-1230, seeking that the Village of Oak Lawn (Respondent or Village) comply with the Board’s Final Order in Case No. S-CA-09-007. In applying the Act’s remedial rationale to the facts here, under Section 1220.80 of the Board’s Rules, the undersigned compliance officer investigated the petition and hereby directs Respondent to take specific action to make whole the aggrieved party. The purpose of this Compliance Order is to put the aggrieved party in the same position it would have been in had the unfair labor practice not been committed. See City of Crest Hill, 4 PERI ¶2030 (IL SLRB 1988).

I. BACKGROUND AND FACTS

Charging Party is a labor organization within the meaning of Section 3(i) of the Act and the exclusive historical representative of bargaining units comprised of Fire Fighters and Officers. The Village of Oak Lawn (“Respondent” or “Village”) is a public employer within the meaning of Section 3(o) of the Act. In January 2008, the Union filed a grievance alleging the Village had violated Section 7.9 (Minimum Manning), 6.3 (Overtime), and 6.6 (Overtime distribution) of the parties’ January 1, 2007 – December 31, 2010 collective bargaining agreement (“CBA”) by allowing the number of personnel on a shift to fall below the minimum manning level and failing to call in employees on overtime to man the shift.¹ Whenever a shift had employees take time off from work (due to call offs for sick, vacation, personal reasons, etc.) or the Village, for whatever reason, did not maintain the contractual manning levels on the apparatus/squad, the CBA provided for the Village to hire back employees on overtime to

¹ Section 7.9 of the Collective Bargaining Agreement on Minimum Manning reads:

- a. The parties recognize that for purposes of efficient response to emergency situations and for reasons of employee safety, sufficient personnel and apparatus need to be maintained in a state of readiness at all times. If the number of on duty personnel falls below the daily minimums, employee shall be hired back pursuant to Section 6.4. “Overtime Distribution.”
- b. The Village shall exercise its best efforts to maintain the following apparatus minimum manning requirements:
 - On each engine: four (4) employees
 - On each Advance Life Support (ALS) ambulance; two (2) paramedics (EMPT)
 - On each Basic Life Support (BLS) ambulance: two (2) employees (EMTA or EMPT)
 - On each squad: three (3) employees
- c. The Village shall exercise its best efforts to maintain at a minimum the following employees in the described ranks:
 - Twelve (12) Lieutenants
 - Eighteen (18) Engineers
 - Twenty-four (24) Firefighter/Paramedics

perform the duties. At least in part due to the cost to the Village of paying overtime to fill a vacant position, the Village did not call employees in to man the shift and maintain the contractual minimum level on the apparatus/squad. Also, the Village routinely shut down equipment or took equipment out of service which resulted in a reduction of the daily staffing level.

In addition to the grievance, the Union also filed an unfair labor practice charge on July 28, 2008, with the State Panel of the Illinois Labor Relations Board (Board) asserting that minimum manning was a mandatory subject of bargaining and that Respondent failed and refused to bargain in good faith over a mandatory subject of bargaining. The charge was assigned Case No. S-CA-09-007, alleging Respondent violated Section 10(a) of the Illinois Labor Relations Act (Act), 5 ILCS 315 (2012), as amended.

On July 30, 2008, the parties presented evidence on the grievance at an arbitration hearing before Arbitrator Stanley Kravit. The Union argued that the daily assignment per shift was a function of the agreed upon proper manning of the equipment, which, including the battalion chief, came to a total of 22 employees on the shift. A review of the CBA provides that the purpose of the number of employees on a shift is “to ensure efficient response to emergency situations and for employee safety.” See Section 7.9(a) of the CBA. During the arbitration the Village maintained it had the right to not call in employees to fill the positions on an apparatus/squad to maintain 21 employees on a shift.² On or about September 23, 2008, Arbitrator Kravit issued an award (“Kravit Award” or “Award”) establishing minimum manning levels, pursuant to the parties’ CBA. Arbitrator Kravit held that the failure to maintain the daily

² It is clear that when the Village made the argument that it could change manning levels below 21 employees on a shift that it was referring to the total number of employees on a shift assigned daily to the equipment or squad and the Village did not include the battalion chief in its calculations of those 21 employees. Any reference herein to 22 employees on a shift includes the battalion chief in the total number of employees assigned to a shift.

manning levels on a shift on an apparatus/squad at 21 employees violated the CBA. Kravit found that Section 7.9(b) of the Agreement (as stated on pages 20 and 21 of the Award) established that daily minimums were a function of the different types of apparatus listed in subsection 7.9(b) of the CBA and that “[i]f the number of on duty personnel falls below the daily minimums, overtime must be used to restore the daily minimums.” Award, p. 19. According to the Award, the minimum manning level on any one shift is derived as follows. Each shift must have: three fire engines with four employees on each engine totaling twelve (12) employees; the Village no longer operates a BSL Ambulance and now operates a shift with three (3) ALS ambulances with two (2) employees on each ambulance totaling six (6) employees; and one vehicle equipped with specialized tools for extractions and fire support requiring three (3) employees on the squad. Also, on each shift, there is a battalion chief who is the shift commander, a member of a separate bargaining unit, which makes the total number of employees on a shift 22. See Union’s position, Award, p. 15. Therefore, the minimum number of employees on a shift, by contract, is: $12 + 6 + 3 + 1 = 22$ employees per shift.³

Kravit held the “Union has proved that the parties intended and maintained for 15 years under 5 contracts a mutual commitment to assign 21 employees per shift. This figure is derived from the equipment and manning table in 7.9-b. and the Union’s argument is supported by the fact that the equipment, which represents the standard to the Village, has been maintained to the present day” Award, pgs. 23 and 24. Kravit further found that when, in the past, the Village sought to reduce shift manning from 22 to 21, the Village did so “on the basis of an agreement with the Union.” Award, p. 24. Finding the Village violated the CBA when it manned a shift with less than 21 employees for the apparatus/squad Kravit ordered back pay for those

³ Under this calculation, the shift requires, at a minimum a total of 21 employees to operate an apparatus/squad and one battalion chief for a total of twenty-two (22) employees on a shift.

employees that should have been assigned to the shift to maintain the minimum level of employees on each apparatus/squad. The Award covered the time period from January of 2008,⁴ when the grievance was filed, through September of 2008, when the Award issued. On December 22, 2008, the Village filed a motion to vacate, modify, or correct the Award with the Circuit Court of Cook County.

Contemporaneously with the arbitration and the circuit court proceedings contesting that decision, the unfair labor practice charge continued to be investigated, and on March 11, 2009, the Executive Director issued a complaint setting the unfair labor practice charge for a hearing before Sylvia Rios, Administrative Law Judge (ALJ). Rather than proceed to hearing before the ALJ on the unfair labor practice, the parties waived their right to a hearing and presented their evidence and facts by stipulation and submitted their briefs in support of their arguments. On October 23, 2009, ALJ Rios issued a Recommended Decision and Order ("RDO") holding that minimum manning was a mandatory subject of bargaining and that Respondent had failed to bargain in good faith prior to changing minimum manning. ALJ Rios directed Respondent to make whole unit employees including back pay with interest and to rescind any changes regarding minimum manning made after September 2008,⁵ and any other changes made thereafter. In addition, the ALJ ordered Respondent to bargain collectively upon request and to post a notice for 60 consecutive days.⁶ The ALJ specifically ordered the following remedy:

⁴ In selecting the January 2008 date as the date the Award would begin, Kravit wrote: "On any shift after January 1, 2008, regarding any engine that was manned with less than four employees, the Village must identify the firefighters who should have been called in under Section 6.4 and pay the appropriate overtime. For the period January 1-14, 2008, the same remedy is ordered for employees who would have been called in had the squad not been taken out of service. This remedy is granted for the same reasons that pertain to reduced manning on engines: because the village cannot reduce manning below 21 under Section 7.9 on a temporary basis by claiming that a piece of equipment is 'out of service.'" Award, p. 24.

⁵ The September 2008 date cited in the unfair labor practice acknowledges the Award issued in September of 2008, and it is from that date which back pay for the unfair labor practice was to be determined.

⁶ The ALJ's RDO failed to include the Notice for Posting.

- 1) Cease and desist from:
 - a. Failing and refusing to bargain collectively in good faith with the Charging Party, Oak Lawn Professional Firefighters Association, IAFF Local 3405, over the topic of minimum manning;
 - b. Failing and refusing to bargain with the Charging Party, Oak Lawn Professional Firefighters Association, IAFF Local 3405, as to decisions that affect wages, hours or terms and conditions of employment, as may be required by the Act;
 - c. In any like or related manner, interfering with, restraining or coercing public employees in the exercise of the rights guaranteed them under the Act.
- 2) Take the following affirmative action necessary to effectuate the policies of the Act:
 - a. Rescind any changes regarding minimum manning it made in or after September 2008, and any other such changes made thereafter;
 - b. Make whole any employees in bargaining units represented [by] Charging Party, Oak Lawn Professional Firefighters Association, IAFF Local 3405, for all losses incurred as a result of any changes regarding minimum manning it made in or after September 2008, and any other such changes made thereafter, including back pay with interest as allowed by the Illinois Public Labor Relations Act, at seven percent per annum;
 - c. If, following rescinding any changes regarding minimum manning it made in or after September 2008, and any other such changes made thereafter, and making whole those employees affected by that decision, the Respondent, the Village of Oak Lawn, retains or thereafter forms an intent to change the minimum manning levels, it shall inform the Charging Party, Oak Lawn Professional Firefighters Association, IAFF Local 3405, of such intent and afford to said Charging Party an opportunity to bargain about such a decision;
 - d. On request, bargain collectively with the Charging Party, the Oak Lawn Professional Firefighters Association, IAFF Local 3405, regarding any future decision to change the minimum manning levels, as to employees represented by the Charging Party;
 - e. Preserve, and upon request, make available to the Board or its agents for examination and copying, all records, reports and other documents necessary to analyze the amount of back pay due under the terms of this decision;
 - f. Post, for 60 consecutive days, at all places where notices to employees of the Village of Oak Lawn are regularly posted, signed copies of the attached notice. Respondent shall take reasonable

steps to insure that the notices are not altered, defaced, or covered by any other material.

- g. Notify the Board, in writing, within 20 days of the date of this order, of the steps that Respondent has taken to comply herewith.

Shortly after issuance of the RDO, Respondent filed an appeal with the Board. On October 29, 2010, the Board rejected Respondent's appeal and affirmed the ALJ's RDO. On November 22, 2010, the Village appealed the Board's Order to the Illinois Appellate Court, First District, contending that minimum manning was not a mandatory subject of bargaining and that it had not engaged in an unfair labor practice by refusing to bargain in good faith over the issue.

In the meantime, on June 30, 2011, the Appellate Court of Illinois, First Judicial District, granted the Union's motion for summary judgment and confirmed the Award.⁷

On or about August 18, 2011, Charging Party filed a Petition for Enforcement with the Board to enforce the Board's Order that Respondent had violated the Act. In response to Charging Party's Enforcement Petition, Respondent, on or about August 25, 2011, argued that it had complied with the Board's Order when it rescinded the changes that had been made to minimum manning in September 2008, and moreover that it had not made any changes in its minimum manning levels since that date.

On September 7, 2011, the Illinois Appellate Court issued its Opinion affirming the Decision and Order of the Board finding that Respondent had violated Section 10(a)(4) and (1) of the Act by failing to bargain Section 7.9 of the CBA. Shortly thereafter, the Village filed a Petition for Leave to Appeal to the Illinois Supreme Court. On November 30, 2011, the Illinois Supreme Court denied Respondent's request for an Appeal.

⁷ On June 14, 2012, the Village issued checks to the aggrieved employees through September of 2008 in accordance with the Kravit Award.

During the time while the parties continued to dispute the Award and the Labor Board's Order, the contract in effect for which the dispute arose expired and the parties commenced bargaining a successor contract covering the terms for the Firefighter and Officer Agreement with a January 1, 2012 through December 31, 2014 effective date. Unable to reach an agreement during their negotiation for a successor agreement, on August 29, 2012, the parties selected Arbitrator Ed Benn to decide what terms and conditions should be included in the successor agreement. On or about July 17, 2014, Arbitrator Benn issued the decision in the interest arbitration hearing for the Firefighter and Officer Agreements. One of the sections of the CBA that the parties submitted to interest arbitration was Section 7.9 of the CBA – Minimum Manning, the same provision that Arbitrator Kravit had interpreted. The Village sought to change the language of Section 7.9 regarding the daily manning levels, the Union sought to maintain the status quo. The Village proposed identifying the daily shift staffing at 21 employees, but that if the staffing fell below 21 employees for any reason, then the Village could reduce staffing on each fire engine to not less than three employees on an engine.⁸ The Village also proposed a reduction on the number of employees assigned to the squad from three employees to two employees. Arbitrator Benn rejected the Village's proposal and upheld the Union's final offer which was to maintain the status quo on minimum manning. In this respect, the status quo would be what Arbitrator Kravit held in his Award.

In the course of investigating this matter, the undersigned compliance officer directed Respondent to prepare a back pay report to identify those employees, who in accordance with the CBA, should have been called in to cover the shift when the manning level fell below the minimum of 22 employees on a shift (the 22 employees included the battalion chief) and the staffing levels on apparatus/squad dropped below the contractual staffing levels. I also sent to

⁸ The 21 employees proposed by the Village on a shift did not include the battalion chief.

Respondent the Notice to Employees to post that had not been included with the ALJ's RDO when it had issued.⁹ In addition, the undersigned compliance officer directed Respondent to provide the following information to verify the accuracy of the back pay report:

- 1). Collective bargaining agreements in effect from 1/1/2009 to the present for the Firefighter bargaining unit and the Officer bargaining unit (2 separate contracts).

The relevant contract provisions are:

- Salaries & Retroactivity (Firefighter Agreement, Section 5.1, page 6; Officer Agreement, Section 5.1, page 9)
 - Holidays (Firefighter Agreement, Section 5.2, page 6; Officer Agreement, Section 5.2, page 9)
 - Hourly Rate(s) (Firefighter Agreement, Section 6.2, page 17; Officer Agreement, Section 6.2, page 17)
 - Overtime (Firefighter Agreement, Section 6.3, page 18; Officer Agreement, Section 6.3, page 18)
 - Overtime Distribution (Firefighter Agreement, Section 6.4, page 19; Officer Agreement, Section 6.4, page 19)
 - Working Out- of- Class (Firefighter Agreement, Section 6.5, page 23; Officer Agreement, Section 6.5, page 24)
 - Minimum Manning (Firefighter Agreement, Section 7.9, page 29; Officer Agreement, Section 7.14, page 32)
 - Seniority (Firefighter Agreement Section 7.15, Page 33; Officer Agreement Section 7.13, page 32)
 - Appendix "A" SALARY SCHEDULE(S) (Firefighter, Firefighter/Medic, Engineer, Lieutenant, Captain, Bureau Chief & Asst. Chief; Officer Agreement, Appendix G, page 49).
- 2). Daily Rosters: (1/1/2009 - Present)
 - Shift Personnel Assignments
 - Day Staff Assignments
 - Light-Duty Assignments
 - 3). Reports Needed:
 - Sick Leave Report (3 Days or more) (1/1/2009 - Present)
 - Injured On Duty Report (1/1/2009 - Present)
 - Injured Off Duty Report (1/1/2009 - Present)
 - 4). Seniority Lists (1/1/2009 - Present)
 - 5). Retired/Resigned Firefighter/Officer Lists (1/1/2009 - Present) indicating any employees who left the employment of the Village for any reason during this time period.
 - 6). Side-Letter of Agreement pertaining to which employees are eligible for Overtime Duty and their overtime rate(s) of pay.

⁹ Respondent posted the Notice at the three fire stations in the Village.

Respondent provided the back pay report and included the information requested, which the compliance officer understands to include the instances where the Village's apparatus/squad were not manned at the level required by the contract as well as information related to whom the employer believes would have been called in to fill the shift on overtime. After review of the report and documentation, Charging Party identified areas where the report appeared to identify the wrong employee eligible to work the shift. To correct inaccuracies, Respondent submitted a revised back pay report to correct the deficiencies noted.

II. ANALYSIS

The standard remedy in an unfair labor practice case is to make charging party whole and to restore the status quo ante by placing the parties in the same position they would have been in, had the unfair labor practice not been committed. Sheriff of Jackson County v. Ill. State Labor Rel. Bd., 302 Ill. App. 3d. 411, 4155-416 (5th Dist. 2007); Village of Ford Heights, 26 PERI ¶ 145 (IL LRB-SP 2010); Village of Dolton, 17 PERI ¶ 2017 (IL LRB-SP 2001); Village of Hartford, 4 PERI ¶ 2047 ((IL SLRB 1988); Village of Glendale Heights, 1 PERI ¶ 2019 (IL SLRB 1985), aff'd by unpublished order, 3 PERI ¶ 4016 (1987). The objective in a compliance proceeding is to restore, to the extent possible, the employment conditions that existed prior to the commission of the unfair labor practices. Alaska Pulp Corp., 326 NLRB 522, 523 (1998), citing Phelps-Dodge Corp. v. NLRB, 313 NLRB 177, 194 (1941).

In this case, the Village issued checks in accordance with the Kravit Award on June 14, 2012, to address the Village violating the CBA. That Award paid aggrieved employees for the period from January 2008 through September of 2008. The question in the compliance investigation is whether there is any back pay owed employees from September 2008 through the present as a result of the Board's Order that the Village violated the Act by failing to bargain

changes to minimum manning. The Village argues that it has complied with the Board's Order. It argues it has not made any changes to minimum manning; hence, no back pay is warranted.

The compliance investigation on the unfair labor practice necessitated consideration of those provisions of the CBA that were considered in the Award and the events that have occurred since September 2008. If I find for Respondent, then I must agree with Respondent's argument that based on Section 7.9, minimum manning on a shift is 21 employees regardless of whether the full complement of employees have been assigned to an apparatus/squad. For, if as Respondent asserts, the CBA provides the minimum number of employees that must be assigned to a shift on a daily basis is less than 21 employees and there is not a set number of employees that have to be assigned to an apparatus/squad, then there is no back pay due, because there would be no aggrieved employees. However, I specifically note that the arguments the Village makes about bargaining, minimum manning, and staffing levels in this compliance investigation are the same arguments that the Village has asserted throughout the unfair labor practice proceeding with the ALJ, and the proceedings before the Board, and the courts reviewing those decisions, which all found the Village violated the Act. Moreover and similarly, I note the Village made the same arguments on minimum manning levels at the arbitration proceeding before Arbitrator Kravit and the courts reviewing that proceeding, and the Village's arguments were repeatedly rejected and found to be unpersuasive.

Perhaps most telling as to what the parties agreed to in the prior contract regarding the minimum manning on a shift was the position taken by the Village in the interest arbitration proceeding before Arbitrator Benn. The Village sought to change minimum manning in the most recent contract negotiations by proposing the reduction of the number of employees on a fire engine from four employees to three employees when for any reason the manning level fell

below 21 employees. The Village also proposed that the number of employees on a squad be reduced from three to two employees. The Village's proposal to Arbitrator Benn at the interest arbitration proceeding was to put into the contract a provision which gave the Village the contractual right to staff shifts in the manner it had been regularly staffing the shifts since before September of 2008. The Charging Party contends the Village does not dispute that the Village has routinely reduced manning levels on a squad and on engines at levels below those established by contract. In the interest arbitration, Arbitrator Benn refused the Village's proposal to change the current contract language on section 7.9; and instead, accepted the Union's position on status quo ante by awarding the same language as in the prior CBA. In the prior CBA, Arbitrator Kravit upheld the Union's grievance that the Village had violated the shift minimum manning clause whenever the Village reduced daily staffing levels on an apparatus/squad and the total on a shift below 21 employees.

The Village failed to provide sufficient evidence to establish that it bargained the changes it made to minimum manning since September 2008 or that it has rescinded or altered its practice regarding minimum manning to comply with the Board's Order. The back pay award in this compliance case, see Appendix A, is almost exclusively the result of the Village's failure to maintain the required staffing levels on a shift by reducing the number of employees on the types of equipment or the number of employees on a squad for reasons including taking equipment or a squad out of service. It is this conduct which caused a change in staffing levels to less than 21 employees on a shift (22 employees by including the battalion chief) that is the essence of the conduct the Board found was not bargained and violated the Act. There has been no evidence presented by the Village it has ceased the practice of staffing the shift with less than 21 employees since January 2008 or that it ever bargained the change that it unilaterally

implemented. The Village owes the aggrieved employees back pay for its continued failure to staff at the levels required by the CBA.

A. The Back Pay Formula

Identifying what would have happened if not for the unfair labor practice was a difficult task because it required the review of past payrolls, hourly wage and seniority lists to determine who would have been eligible to work when the manning level was below that required by contract. I directed the Village to provide me and the Union with a back pay report to capture that snapshot in time of each instance when the shift daily manning level did not comply with the contractual manning level by vehicle/apparatus/squad and 22 employees (including the battalion chief). The Village prepared the report and identified the employees who would have been eligible to receive the shift assignment according to my directions. I have accepted the Village's report as the best estimation of who should receive back pay, but have excluded the battalion chiefs the Village had listed on the back pay report from receiving back pay.¹⁰ Although battalion chiefs are bargaining unit employees, they are in a separate bargaining unit and are not assigned to man the apparatus/squad in question and therefore would not be eligible for back pay for these duties.¹¹ However, because the hours the Village assigned to the battalion chiefs would have been hours worked by someone that was eligible for the assignment, I distributed the hours proportionately to eligible bargaining unit employees. In addition, since the back pay report provided by the Village is only through October of 2014, I have adjusted the pay of all bargaining unit members from November 2014 (the ending date of the Village prepared back pay

¹⁰ Two individuals were promoted during the back pay period out of the Fire Fighters bargaining unit to battalion chief, Scott Sobol and Scott Boman. They will receive back pay for the time they were included in the Fire Fighters unit but excluded from back pay after they were promoted to battalion chiefs.

report) to February 15, 2015 (an estimated date of pay out of back pay to aggrieved employees). See methodology for back pay through February 15, 2015 - Appendix A.

The NLRB recognized the difficulty in determining back pay amounts. See, Alaska Pulp Corp., supra at 523. “Determining what would have happened absent a respondent’s unfair labor practices ... is often problematic and inexact. Several equally valid theories may be available, each one yielding a somewhat different result. Accordingly....a wide discretion in picking a formula (is allowed in reconstructing backpay amounts).” Id. The compliance officer may “properly adopt elements from the suggested formulas of the parties.” Performance Friction Corp., 335 NLRB 117 (2001), citing Hill Transportation Co., 102 NLRB 1015, 1020 (1953). See also, Fiberboard Corp. v. NLRB, 379 U.S. 203, 216 (1964); NLRB v. Seven-up Bottling Co. of Miami, 344 U.S. 344-348 (1953).

Any formula that approximates the amount a wronged employee would have earned absent the unlawful action is acceptable if not unreasonable or arbitrary under the circumstances. La Favorita, Inc., 313 NLRB 902, 903 (1994) enfd. mem. 48 F.3d 1232 (10th Cir. 1995). Consequently, the Board may use as close an approximation as possible, and may adopt formulas reasonably designed to produce such approximations. NLRB v. Overseas Motors, 818 F.2d 517, 521 (6th Cir. 1987), citing Brown v. Rook, 311 F.2d at 447, 52 LRRM 2115 (8th Cir. 1963).

To summarize, Appendix A is the back pay report that makes employees whole by including: who the employer identified would receive back pay; the factoring out of battalion chiefs and adjusting the hours of bargaining unit employees proportionately; and the adjustment to extend the back pay through February 15, 2015, the projected date of pay out of the back pay.

B. Interest

The Board ordered back pay with interest at the rate of 7% per annum. The Board's interest formula for calculating 7% interest is based upon the long standing formula the Board has used in all of its compliance cases. Interest accrues beginning with the last day of each calendar year for the back pay period on the amount due and owing for each annual period and continuing until reaching full compliance. It is based upon a 360-day calendar year (rather than 365 days) with simple per annum interest statutorily set at 7%. The daily interest rate factor of .0001944 (or $7\% \div 360$ days) is multiplied by the respective number of days times the back pay to equal the amount of interest paid. The formula is: **360 days or accrued number of days X Daily interest factor (.0001944) X back pay = interest payout**. The exact amount of interest is subject to change based on when the back pay is actually paid to the aggrieved employee. I have set the date for payout effective February 15, 2015. Consequently, the interest will continue to accumulate on back pay until such date is confirmed. Moreover, the interest will be higher if the parties agree to a pay-out later than February 15, 2015, or lower if the actual pay-out is before February 15, 2015.

III. ORDER

IT IS HEREBY ORDERED that Respondent, within 7 business days of service of this Order, shall comply with the above findings and take the actions noted herein to make Charging Party whole for Respondents' unlawful actions. This Order of the Compliance Officer is an intermediate Order that will become final unless the parties file an appeal with the Illinois Labor Relations Board, within seven (7) business days after service of this Order. Any such appeal must be in writing, and directed to Jerald Post, the Board's General Counsel, and received in the Board's Chicago Office at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103.

Appeals will not be accepted in the Board's Springfield office. In addition, any such appeal must contain detailed reasons in support thereof, and the party filing the appeal must provide a copy of its appeal to all other persons or organizations involved in this case at the same time the appeal is served on the Board. The appeal sent to the Board must contain a statement listing the other parties to the case and verifying that a copy of the appeal has been provided to each of them. An appeal filed without such a statement and verification will not be considered. If no appeals to this Order are filed, the Order of the Compliance Officer shall become final.

Issued in Springfield, Illinois, this 5th day of February, 2015.

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**



**Michael L. Provines
Compliance Officer**

APPENDIX A – BACK PAY

Name	Combined OT Pay Total	Combined OT Interest Total	Combined Grand Total
Allen, Scott	\$ 35,878.14	\$ 6,832.57	\$ 42,710.71
Beherns, Jason	\$ 36,192.08	\$ 6,520.97	\$ 42,713.06
Berge, Eric	\$ 2,294.09	\$ 904.30	\$ 3,198.39
Bettenhausen, Gary Total	\$ 34,642.91	\$ 7,003.75	\$ 41,646.66
Boman, M Scott	\$ 25,721.23	\$ 6,501.89	\$ 32,223.12
Boubel, Michael	\$ 20,141.72	\$ 4,903.48	\$ 25,045.20
Bruzan, Philip	\$ 29,835.09	\$ 6,683.84	\$ 36,518.93
Casper, James	\$ 25,226.47	\$ 6,087.11	\$ 31,313.58
Cesario, Mark	\$ 3,336.71	\$ 798.65	\$ 4,135.35
Chocola, Paul	\$ 36,903.66	\$ 6,553.58	\$ 43,457.24
Cipriani, Joseph	\$ 36,657.22	\$ 6,583.49	\$ 43,240.71
Colantone, Mark	\$ 30,560.26	\$ 6,118.44	\$ 36,678.70
Colson, Paul	\$ 31,711.18	\$ 5,914.74	\$ 37,625.92
Curran, Edward	\$ 33,235.97	\$ 6,489.18	\$ 39,725.15
Curran, Michael	\$ 34,675.11	\$ 6,486.81	\$ 41,161.92
Devault, Kenneth	\$ 32,360.03	\$ 6,627.25	\$ 38,987.27
Engel, Christopher	\$ 1,146.92	\$ 401.50	\$ 1,548.42
Engel, Russel	\$ 35,017.80	\$ 6,011.72	\$ 41,029.51
Felmon, William	\$ 36,430.51	\$ 6,469.38	\$ 42,899.88
Folliard, Daniel	\$ 37,619.03	\$ 6,726.63	\$ 44,345.66
Giles, Keith	\$ 36,946.38	\$ 6,669.55	\$ 43,615.93
Grant, Kevin	\$ 33,664.86	\$ 6,389.87	\$ 40,054.73
Grennan, Daniel	\$ 29,133.75	\$ 6,096.74	\$ 35,230.49
Griffin, Vincent	\$ 40,187.58	\$ 7,707.69	\$ 47,895.27
Gudyka, Bryan	\$ 32,913.15	\$ 5,807.81	\$ 38,720.96
Halper, Joseph	\$ 33,354.00	\$ 6,074.78	\$ 39,428.78
Hensley, Paul	\$ 36,573.60	\$ 6,796.92	\$ 43,370.52
Horkavy, Eric	\$ 34,707.37	\$ 6,129.19	\$ 40,836.56
Jaeger, James	\$ 34,189.71	\$ 6,414.98	\$ 40,604.69
Januszewski, Sharon	\$ 35,355.22	\$ 6,131.43	\$ 41,486.65
Jensen, James	\$ 5,793.09	\$ 2,079.18	\$ 7,872.27
Kapitanek, Richard	\$ 37,831.42	\$ 7,078.36	\$ 44,909.78
Karpluk, Christopher	\$ 36,201.00	\$ 6,587.28	\$ 42,788.27
Keane, Michael	\$ 34,982.54	\$ 6,115.40	\$ 41,097.95
Kovac, Frank	\$ 18,353.07	\$ 5,059.77	\$ 23,412.84
Kraus, Peter	\$ 36,896.20	\$ 6,516.81	\$ 43,413.01

Name	Combined OT Pay Total	Combined OT Interest Total	Combined Grand Total
Lanz, Robert	\$ 36,281.95	\$ 6,420.80	\$ 42,702.75
Leikel, James	\$ 38,824.38	\$ 7,471.68	\$ 46,296.06
Lombardi, Peter	\$ 41,534.48	\$ 8,459.39	\$ 49,993.87
Loughney, Michael	\$ 34,035.02	\$ 6,344.61	\$ 40,379.63
Lynn, Kevin	\$ 36,562.79	\$ 6,509.22	\$ 43,072.01
Mainor, Joe	\$ 36,998.86	\$ 6,836.76	\$ 43,835.62
McCastland, Jeffery	\$ 38,812.08	\$ 6,694.56	\$ 45,506.64
McCastland, Michael	\$ 37,510.83	\$ 7,129.11	\$ 44,639.94
McCoy, William	\$ 4,666.17	\$ 1,696.55	\$ 6,362.72
McGeever, James	\$ 41,209.08	\$ 7,884.53	\$ 49,093.61
McGinnis, Chris	\$ 39,475.79	\$ 7,121.34	\$ 46,597.13
McGrail, Scott	\$ 38,618.24	\$ 7,059.98	\$ 45,678.23
McKee, Timothy	\$ 5,734.97	\$ 2,068.32	\$ 7,803.29
McKenna, Steven	\$ 38,097.86	\$ 7,031.45	\$ 45,129.31
McManigal, Theodore	\$ 33,384.14	\$ 6,355.02	\$ 39,739.16
McMillin, Michael	\$ 39,264.61	\$ 6,763.49	\$ 46,028.10
Meklis, Spero	\$ 34,820.71	\$ 6,305.64	\$ 41,126.35
Moran, Theodore	\$ 39,117.30	\$ 7,101.52	\$ 46,218.82
Mundo, Donald Total	\$ 33,412.29	\$ 5,935.95	\$ 39,348.23
Murphy, Terrance	\$ 36,898.55	\$ 6,658.51	\$ 43,557.06
Neal, Gregory	\$ 6,819.62	\$ 2,529.19	\$ 9,348.81
O'Donnell, Charles	\$ 32,412.23	\$ 5,876.07	\$ 38,288.30
O'Neil, Walter	\$ 31,909.02	\$ 5,643.91	\$ 37,552.94
Padula, Anthony	\$ 36,596.86	\$ 6,870.14	\$ 43,466.99
Pappas, James	\$ 34,401.98	\$ 6,656.04	\$ 41,058.02
Patrick, Gary	\$ 12,274.18	\$ 4,340.82	\$ 16,615.00
Purtill, Robert	\$ 34,457.29	\$ 6,081.82	\$ 40,539.11
Radtke, Timothy	\$ 35,551.90	\$ 6,631.12	\$ 42,183.03
Ralston, Scott	\$ 36,191.75	\$ 6,575.86	\$ 42,767.62
Rick, Norman	\$ 30,435.72	\$ 7,735.42	\$ 38,171.13
Rockey, Steven	\$ 38,294.05	\$ 7,751.24	\$ 46,045.28
Rooney, Dan	\$ 37,293.47	\$ 6,721.89	\$ 44,015.36
Roser, William	\$ 38,145.34	\$ 6,867.07	\$ 45,012.42
Schneidwind, Ronald	\$ 36,855.60	\$ 7,140.87	\$ 43,996.47
Schomer, Michael	\$ 20,336.21	\$ 5,719.73	\$ 26,055.94
Shipanik, Eugene	\$ 5,172.64	\$ 1,966.10	\$ 7,138.74
Sobol, Scott	\$ 36,076.06	\$ 7,687.10	\$ 43,763.17
Sorley, Rick	\$ 36,825.30	\$ 6,454.84	\$ 43,280.14
Stanford, Todd	\$ 37,527.91	\$ 6,658.73	\$ 44,186.64

Name	Combined OT Pay Total	Combined OT Interest Total	Combined Grand Total
Steier, Eric	\$ 1,062.76	\$ 424.74	\$ 1,487.50
Tiernan, Brian	\$ 40,884.72	\$ 7,636.28	\$ 48,521.00
Travnik, John	\$ 36,562.73	\$ 6,749.37	\$ 43,312.10
Tregoning, Christine T	\$ 20,196.09	\$ 5,518.03	\$ 25,714.12
Trybula, Christopher	\$ 30,970.32	\$ 5,640.49	\$ 36,610.81
Tsilis, Scott	\$ 36,127.09	\$ 6,322.03	\$ 42,449.12
Vogrich, David	\$ 28,962.18	\$ 5,855.51	\$ 34,817.68
Ward, Chris	\$ 34,051.40	\$ 6,378.96	\$ 40,430.37
Wesselhoff, Robert	\$ 41,635.10	\$ 7,613.66	\$ 49,248.76
Wheeler, David	\$ 4,977.68	\$ 1,606.26	\$ 6,583.94
Wojak, Gregory	\$ 36,555.71	\$ 6,532.84	\$ 43,088.54
Grand Total	\$ 2,651,492.10	\$ 512,309.63	\$ 3,163,801.73